



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Utility Construction Company, Inc.

File: B-225473

Date: November 21, 1986

DIGEST

Failure to disclose individual surety's outstanding bond obligations does not render a bid nonresponsive where the bid is proper on its face. Rather, it raises a question of responsibility, which may be established any time prior to contract award.

DECISION

Utility Construction Company, Inc. (Utility) protests the award of a contract to any bidder other than itself under invitation for bids (IFB) No. N62477-85-B-0213, issued by the Naval Facilities Engineering Command for a radiological liquid storage facility. Utility contends that the low bid, submitted by Darwin Construction Company (Darwin), was nonresponsive because it did not include a properly executed bid guarantee.

We dismiss the protest.

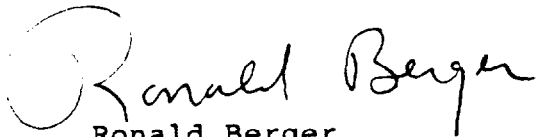
The IFB required each bidder to submit a bid bond with its bid. Darwin complied with this requirement, submitting a bid bond that had been executed by individual (rather than corporate) sureties. Utility alleges that the bid bond did not disclose the sureties' other outstanding bond obligations and the total amount of those obligations and that the failure to do so rendered Darwin's bid nonresponsive to the terms of the IFB. Utility also alleges, in this connection, that the particular sureties involved currently have bond obligations well in excess of their combined net worth.

The disclosure of all other outstanding bond obligations to which Utility refers, usually submitted on an affidavit of individual surety (Standard Form 28), is separate from the bid bond itself and serves solely as an aid in determining the responsibility of an individual surety. See Eastern Metal Products & Fabricators, Inc., B-220549.2 et al., Jan. 8, 1986, 86-1 CPD ¶ 18. As such, it does not affect

the responsiveness of the bid itself. Hispanic Maintenance Services, B-218199, Apr. 22, 1985, 85-1 CPD ¶ 461. The acceptability of individual sureties is a matter of responsibility, which may be established at any time prior to contract award. Clear Thru Maintenance, Inc., 61 Comp. Gen. 456 (1982), 82-1 CPD ¶ 581.

Utility therefore does not raise a valid basis for protest by its challenge to the low bidder's responsiveness in this case.

The protest is dismissed. 4 C.F.R. § 21.3(f) (1986).

A handwritten signature in cursive script, reading "Ronald Berger". The signature is written in dark ink and is positioned above the printed name and title.

Ronald Berger
Deputy Associate
General Counsel